

**SUBCONTRACT****CONTRACTOR:****HOSPITAL BUILDING & EQUIPMENT COMPANY**

Division of HBE Corporation

11330 Olive Blvd. - P.O. Box 419039

St. Louis, Missouri 63141

Phone: 314/567-9000

**PROJECT:** UPMC NORTHWEST  
BEHAVIORAL HEALTH FACILITY  
Oil City, PA

**DATE:** August 16, 2002**SUBCONTRACT NO.** 03330-5195**A.P. VENDOR NO.** 073054**SUBCONTRACTOR:****BURCHICK CONSTRUCTION CO.**

500 Lowries Run Road

Pittsburgh, PA 15237

Attn: Jim Huber

Phone: 412/369-9700

Fax: 412/369-9991

RECEIVED

NOV 06 2002

BURCHICK

The Subcontractor agrees to furnish all labor, material, supervision and equipment, tools, supplies, hoisting and scaffolding necessary to fully complete the **CONCRETE AND FOUNDATIONS** as required by the **DRAWINGS** enumerated on Drawing Title Sheet EBTS and by the **SPECIFICATIONS** all dated July 26, 2002, which form a part of this Subcontract and as specifically described in Specification Section 3.1.

In addition to the above, this Subcontract includes but is not limited to the following:

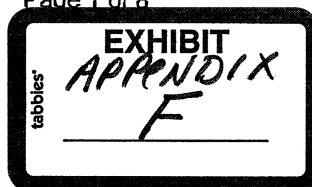
1. Perform all engineering and layout required for your work. HBE will provide building corners and a benchmark.
2. Furnish all footing/grade beam excavation and footing/wall backfill and compaction.
3. Furnish all pile caps.
4. Furnish, place and compact granular fill under slabs on grade. *Existing grade to be w/in 0.1 ft. N/A 9/4/02*
5. Furnish and install perimeter insulation, vapor barrier, expansion joints, waterstop, wedge inserts, dovetail slots, hardeners and sealers, etc.
6. Layout and cut or install control joints in areas requiring control joints *as indicated in the contract documents. N/A 9/4/02*
7. Set all anchor bolts and miscellaneous items embedded in concrete. Layout and attach all miscellaneous steel attached to formwork.
8. Grout column base plates or set and grout leveling plates.
9. Furnish and install all reinforcing steel, welded wire mesh and accessories. Shop drawings to be submitted no later than September 6, 2002. *N/A 10/16/02*
10. Furnish and install Concure admixture in slab concrete where sheet vinyl flooring is to be installed, as specified *on the structural drawings. N/A 9/4/02*
11. Furnish labor and materials required to construct OSHA approved toeboard at the perimeter of structural slabs and at interior openings.
12. Owner Controlled Insurance Program: The total consideration of this agreement is inclusive of a deduct credit in the amount of \$4,500.00 for Owner provided insurance. Subcontractor shall submit monthly, certified payrolls documenting all site labor. The total consideration of this agreement shall be adjusted to reflect this actual insurance deduct. The contractor, owner, or insurance carrier shall have the right to audit all payroll records for verification of labor hours expended on this project.

The requirements of this Subcontract continue on the following pages.

**ALL FOR THE TOTAL CONSIDERATION OF:** THREE HUNDRED NINETY FIVE THOUSAND  
FIVE HUNDRED AND NO/100 DOLLARS  
(\$395,500.00) Taxes Included

**NOTE:** This Subcontract shall have no binding force or effect on Contractor unless and until this Subcontract is executed by Contractor.

TJF/li



BURCHICK CONSTRUCTION CO.  
August 16, 2002

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13. This Agreement includes 10% MBE (Minority Business Enterprise) and 2% WBE (Woman-Owned Business Enterprise) participation. Subcontractor shall submit form A-Schedule of Minority/Women Owned Business Participation and Form B-MBE/WBE Letter of Intent to perform in Accordance with the Contract Documents.
14. Subcontractor agrees that Dave Meuschke will be the Project Manager and Daniel Trobee will be the Project Superintendent. Any change in subcontractors site management shall be approved by HBE.
15. In accordance with the Special Conditions Paragraph G, HBE hereby exercises its option to require this Subcontractor to furnish a 100% **PERFORMANCE AND LABOR AND MATERIAL PAYMENT BOND** for Subcontractor's portion of the work. The bond must be provided by a Surety licensed and admitted to write business in the state the work is being performed. Additionally, the surety must maintain a current Treasury Listing in an amount in excess of the contract price. The Surety must also maintain a minimum Best Rating of A minus or better and a size category of V. HBE will pay the surety directly the cost of the bond based on the Surety's invoice. HBE unilaterally reserves the right to waive any of the above requirements.

This Subcontract **EXCLUDES:**

1. Rock excavation.
2. Winter conditions (blankets are included)
3. Permits.
4. Dewatering (except for work in this subcontract)
5. Plumbing/foundation drains.
6. Retaining walls reflected on civil drawings.
7. Layout for caissons.
8. Setting door frames in wall.
9. Furnishing of embedded steel (setting only is included in this subcontract).
10. Setting of masonry relief angle embedded steel.

BURCHICK CONSTRUCTION CO.  
August 16, 2002

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At the **OPTION OF HBE** and by **CHANGE ORDER** to the Subcontract: (The following prices include all cost, overhead and profit.)

1. Provide fully equipped tradesmen at the following rates:

General Superintendent .....	@	\$48.10/hour
Superintendent .....	@	\$47.60/hour
Carpenter Foreman .....	@	\$41.75/hour
Carpenter Journeyman .....	@	\$39.20/hour
Carpenter 1 <sup>st</sup> Yr. Apprentice .....	@	\$17.63/hour
Carpenter 2 <sup>nd</sup> Yr. Apprentice .....	@	\$23.51/hour
Carpenter 3 <sup>rd</sup> Yr. Apprentice .....	@	\$29.39/hour
Carpenter 4 <sup>th</sup> Yr. Apprentice .....	@	\$35.28/hour
Laborer Foreman .....	@	\$31.99/hour
Laborer .....	@	\$30.29/hour
Drywall Finisher Foreman .....	@	\$36.96/hour
Drywall Finisher Journeyman .....	@	\$34.58/hour
Cement Mason Foreman .....	@	\$37.18/hour
Cement Mason .....	@	\$36.33/hour
2. Provide heated concrete as directed by HBE site management .....	@	\$3.00/yd <sup>3</sup>
3. Provide 10/0 non-chloride accelerator as directed by HBE site management .....	@	\$3.25/yd <sup>3</sup>

**PLEASE SEE ATTACHMENT "A"**

Subcontractor agrees to perform the work described in this Subcontract in accordance with the "Conditions of Subcontract," which are attached to this Subcontract, and which are fully incorporated into this Subcontract by this reference.

By signing this Contract, you agree to the terms herein, and you agree that you have read and understand the "Conditions of Subcontract," and that they are included as a part of this Subcontract.

SUBCONTRACTOR

By: [Signature]  
Joseph E. Burchick, President  
Company Name: BURCHICK CONSTRUCTION COMPANY, INC.  
Date: September 3, 2002

HOSPITAL BUILDING & EQUIPMENT COMPANY

By: [Signature]  
Title: V.P.  
Date of Acceptance: 30 Oct 2002

**Attachment "A"**  
**REVISED 10/24/02**

#03330-5187

At the **OPTION OF HBE** and by **CHANGE ORDER** to the Subcontract: (The following prices include all cost and overhead and profit with the exception of workers compensation and general liability insurance)

1. Provide fully equipped tradesmen at the following rates:

General Superintendent .....	@	\$49.80/hour
Superintendent .....	@	\$48.89/hour
Carpenter Foreman .....	@	\$42.45/hour
Carpenter Journeyman .....	@	\$39.76/hour
Carpenter 1 <sup>st</sup> Yr. Apprentice .....	@	\$18.02/hour
Carpenter 2 <sup>nd</sup> Yr. Apprentice .....	@	\$23.93/hour
Carpenter 3 <sup>rd</sup> Yr. Apprentice .....	@	\$29.83/hour
Carpenter 4 <sup>th</sup> Yr. Apprentice .....	@	\$35.74/hour
Laborer Foreman .....	@	\$32.15/hour
Laborer .....	@	\$30.57/hour
Cement Mason Foreman .....	@	\$38.12/hour
Cement Mason .....	@	\$37.44/hour

Please note the following rate increases after November 30, 2002:

Laborer Foreman .....	@	\$32.69/hour
Laborer .....	@	\$31.14/hour
Cement Mason Foreman .....	@	\$38.30/hour
Cement Mason .....	@	\$37.64/hour

2. Provide heated concrete as directed by HBE site mgt. . . @ \$3.00/yard <sub>3</sub>  
 3. Provide 10/0 non-chloride accelerator as directed by HBE  
 site management ..... @ \$3.25/yard <sub>3</sub>

**Attachment "A"**  
**REVISED 10/24/02**

#03330-5187

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2. Provide heated concrete as directed by HBE site mgt. . . @ \$3.00/yard 3
3. Provide 10/0 non-chloride accelerator as directed by HBE  
 site management ..... @ \$3.25/yard 3



**THE CONDITIONS OF SUBCONTRACT****A - PAYMENTS**

- A-1** Subcontractor shall submit to Contractor monthly applications for progress payments which shall be based upon the Schedule of Values approved by Contractor and shall show the percentage of the Subcontract work completed, less a ten percent (10%) retainage. Said retainage shall be held by Contractor until Subcontractor has substantially performed all of the work in the Subcontract, including any and all extra work, at which time the retainage shall be reduced to five percent (5%) which retainage shall be held by Contractor until final payment is received by Contractor from Owner.
- Subcontractor shall be entitled to receive all progress payments and the final payment within ten (10) working days after Contractor receives payment for such from the Owner, except as otherwise provided in the Conditions. However, before any payment shall be due, Subcontractor shall furnish Contractor with an Affidavit of payment of labor and materials and with a Mechanic Lien Waiver from Subcontractor and from such sub-subcontractor and/or supplier as Contractor may reasonably require.
- A-2** Within thirty (30) days of acceptance hereof, Subcontractor agrees to prepare and submit a Schedule of Values of the various categories and portions of this Subcontract, which schedule shall be subject to Contractor's approval. Invoices for progress payments shall conform to the Contractor's requirements and be based on said Schedule of Values approved by Contractor.
- A-3** Subcontractor shall not be entitled to payment for extra work and/or additional material unless agreed to by Contractor in writing in accordance with the provisions of Contract Documents, provided, however, at the option of the Contractor, Subcontractor can be directed by Contractor to do any extra work and/or provide additional material on a time and material basis. Subcontractor shall submit all necessary documentation to verify the amount of cost or credit resulting from any change and failure to do so is grounds for termination by Contractor of this Subcontract and/or refusal to pay any extra costs claimed. Subcontractor agrees that any Change Order executed by Subcontractor includes all additional compensation and all additional time to which Subcontractor is entitled as of the date of execution of the Change Order. Subcontractor agrees to make all claims for money or time in such Change Orders, whether such claim is for Change Orders issued or is based upon a change in the scope of, acceleration of extension of, or compression of the Work; inadequate Contract Documents; inefficient or inadequate supervision; delay; poor coordination between trades; or any other cause and shall be made by Subcontractor against Contractor on the same terms and conditions as Contractor is required to make a claim against the Owner by the Contract Documents.
- A-4** Subcontractor represents and warrants that all work and material will be fully paid for by Subcontractor and that Subcontractor will keep the project free of liens resulting from work or materials supplied to or by Subcontractor. Subcontractor does hereby indemnify and hold harmless Contractor from any and all costs, damages and expenses (including attorney's fees) resulting from any such liens or failure to pay for any work or material. These representations and warrants are hereby included and made a part of each application for payment.
- A-5** Should Subcontractor, a) be adjudged a bankrupt; b) make a general assignment for the benefit of creditors; c) have a Receiver appointed on account of insolvency; d) refuse or fail to supply enough properly skilled workmen or enough material in a timely manner; e) interfere with work of Contractor or of any other Subcontractor; f) interfere without cause in the business of the Owner; g) disregard law, ordinances or instruction; h) fail to provide submittals as required by Contractor; i) otherwise be guilty of failure to discharge his Subcontract in a proper and workmanlike manner; then if any of the foregoing occur, Contractor shall have the right to terminate this Subcontract after two (2) days written notice and to take possession of all tools, materials and equipment on the job and to finish the Subcontract work by whatever method Contractor shall deem expedient. In such case, Subcontractor shall not be entitled to receive any further payment until the Subcontract work is finished. If the unpaid balance of the Subcontract price shall exceed the cost of finishing the work, (including compensation for additional management and administrative services of Contractor) such excess shall be paid to Subcontractor. If such expense shall exceed such unpaid balance, Subcontractor shall pay the difference to Contractor.
- A-6** Subcontractor agrees that all contracts and/or purchase orders with others for any portion of the work and/or the furnishing of any materials shall contain a provision that said sub-subcontractor or supplier shall be bound to Contractor, at Contractor's option, to perform the work and/or furnish the materials to Contractor for the agreed price if this Subcontract is terminated for any reason.

**A-7** Should any damages including liquidated damages, be assessed against Contractor, Subcontractor shall be responsible to Contractor for that portion of any such damages assessed because of the performance of Subcontractor. Subcontractor agrees to timely perform in accordance with the construction schedule prepared by Contractor and that Subcontractor will not be entitled to any additional payments because of timely or early completion of this Subcontract.

**A-8** Should Subcontractor fail either to adequately man the job or refuse to timely perform any Work, which Subcontractor claims is not part of this Subcontract, without terminating this Subcontract Contractor shall have the right after two (2) days written notice to Subcontractor a) to cause additional workmen, materials and/or equipment to be put on the job at Subcontractor's expense or b) to perform or cause to be performed the disputed Work and to hold Subcontractor responsible for all costs incurred by Contractor, if later the Work so performed is determined by the Architect to be within the scope of the Contract Documents and is further determined to be part of this Subcontract.

**A-9** In the event of a change to the Contract Documents which results in additional Work or a deletion of Work, or both, a part or all of which is within the scope of the Work being normally performed by Subcontractor and Contractor and Subcontractor are unable to agree on an adjustment of the Subcontract amount, then upon a written order to proceed from Contractor, Subcontractor shall timely perform such additional Work and/or shall delete such Work or both and the adjustment, if any, in the Subcontract amount shall be determined later in accordance with the Contract Documents. Prior to such determination, Subcontractor shall not have the right to terminate this Subcontract nor to refuse to timely do the Work. If Subcontractor refuses to timely proceed in accordance with Contractor's written order, Contractor may either proceed as provided in paragraph A-8 herein, or may terminate this Subcontract upon two (2) days written notice to Subcontractor.

## **B – INSURANCE AND BONDS**

**B-1** The insurance to be supplied by the said subcontractor shall be

- 1) Worker's Compensation, Employers Liability and Automobile Liability
- 2) Comprehensive General Liability, including Personal Injury, Completed Operations, Contractual Liability, Broad Form Property Damage with Completed Operations, and Standard Broadening Endorsement of the limits as set forth in the Architect's specifications. All policies for such coverage shall name Owner, Architect and Contractor as additional insureds. The certificate of proof of the coverage of this insurance, including proof of the naming of Owner, Architect and Contractor as additional insureds, shall be supplied to the Contractor prior to the starting of any work by the Subcontractor. The excavating subcontractor will, in addition, be required to furnish evidence of insurance coverage for explosion, collapse and damage to underground utilities. All such insurance coverage shall contain a requirement that Contractor shall receive fifteen (15) days written notice in case of termination of coverage or lowering of limits of coverage. Subcontractor waives all rights against Contractor, Owner, Architect and other subcontractors for damages caused by fire or other perils, but only to the extent covered by insurance, except to any rights Subcontractors may have to proceeds of such insurance.

**B-2** Subcontractor shall deliver, at the option of Contractor, within ten (10) days a 100% Performance and Labor and Material Payment Bond for Subcontractor's portion of the work, premium to be paid by Contractor. Failure to deliver such a Bond within ten (10) days of written notice from Contractor shall be a breach of this Subcontract entitling Contractor, at its option, to terminate this Subcontract.

## **C – MATERIALS AND WORKMANSHIP**

**C-1** Should any work performed or materials furnished by Subcontractor not meet the requirements of the Contract Documents in the opinion of the Architect, Subcontractor shall, within seven (7) working days after notice from Contractor, correct or remove such work or materials. Subcontractor shall pay all costs for required corrections and removals, pay any costs resulting from delay incurred by other Subcontractors and/or Contractor, and pay for any other damage caused by such removal and/or correction. Subcontractor shall cooperate with Contractor in scheduling and performing such work.

**C-2** If any material is to be manufactured or fabricated as a part of this Subcontract at a location other than the job site, Contractor shall have the right without prior notice to inspect and review process and the materials at the location of said manufacture and/or fabrication during normal business hours.



C-3

Subcontractor shall submit for approval all shop drawings, product data and samples for all work, material and equipment required by the plans and specifications, including any amendments or modifications thereto. By submitting these, Subcontractor represents that he has determined and verified all materials field measurements and field construction criteria related thereto and has checked and coordinated the information therein with the requirements of the work and the Contract Documents. The approval by the Architect of any submittal by Subcontractor does not relieve Subcontractor from responsibility for errors or omission in any such submittals and from any deviation from the requirements of the Contract Documents unless Subcontractor specifically informed the Architect in writing of such deviation at the time of submission and the Architect gives written approval to the specific deviation. Subcontractor is strictly responsible for any additional costs to himself or others resulting in any way from use of non-specified material or equipment, even if approved by Architect with specific approval for deviation, if any. Subcontractor represents and warrants that all material and equipment supplied by Subcontractor will be new, unless otherwise authorized in writing and will be in strict compliance with the Contract Documents and that all work will be in a workmanlike manner. No substitute material, equipment, or work shall be supplied without prior written approval of the Architect.

#### D - TIME AND SCHEDULE

- D-1 Time is of the essence in the performance of this Subcontract. Subcontractor shall be required to complete the work in a timely, neat and satisfactory manner in complete accord with the plans, specifications including Special and General Conditions (herein called "Conditions") and the Contract Between Contractor and Owner (herein collectively called "Contract Documents").
- D-2 Subcontractor is bound to Contractor by the same terms and conditions that Contractor is bound to Owner by the Special and General Conditions to the Contract except to the extent this subcontract provides otherwise. Contractor may from time to time, modify or alter the Work schedule, require Subcontractor to perform Work with different crew sizes or in a different sequence from that contemplated by Subcontractor or which is normal in the industry, but no such requirement of Contractor shall entitle Subcontractor to any increase in the consideration under this Subcontract.
- D-3 Subcontractor agrees that no labor disputes or strikes of any contractor or subcontractor, including those involving employees of Subcontractor, shall be cause for an extension of time in which Subcontractor is to perform.

#### E - MISCELLANEOUS REQUIREMENTS

- E-1 Subcontractor represents and warrants by execution of this Subcontract that he has inspected the job site, and has acquainted himself with all conditions of the grounds, buildings and all other conditions that may affect the work, including any areas to be remodeled which are included in this Subcontract.
- E-2 Subcontractor agrees to observe and comply with all Federal, State and Local Statutes and/or ordinances relating to the performance of this Subcontract (including the Occupational Safety and Health Act of 1970 as amended), to assume all responsibilities of the Contractor thereto, and to indemnify and hold harmless Contractor from all penalties, damages or other loss resulting from Subcontractor's failure to do so. Subcontractor shall pay the cost of permits and licenses required to perform this Subcontract.
- E-3 Subcontractor shall not sublet the job as a whole or any part thereof without the written consent of the Contractor. Proposed sub-subcontractors shall be subject to the approval of Contractor.
- E-4 Subcontractor shall furnish all hoisting and/or scaffolding required for the performance of this Subcontract and does hereby indemnify and hold harmless Contractor from any and all liability therefrom.
- E-5 Regardless of whether or not Subcontractor has been paid for materials or whether or not title to said materials may have passed to the Owner, Contractor or any other party, Subcontractor is responsible for all materials supplied by Subcontractor or supplied to Subcontractor by others, which materials are to be used by or installed by Subcontractor and said responsibility shall continue until the Owner has accepted the whole Project or the part thereof where the said materials have been used or installed.
- E-6 Subcontractor shall assign a qualified foreman to supervise the work, who shall be on the job at all times when Subcontractor's work is in progress. Subcontractor shall hire or cause to be hired only qualified workmen skilled in their trade.



- E-7 Any of Subcontractor's assigned Personnel or Subcontractors who the Contractor may consider to be incompetent, careless, insubordinate or otherwise objectionable, or whose conduct or presence is considered to be detrimental to the best interests of the project, or who are not required for the Subcontract Work shall be removed at Contractor's request. Neither Contractor nor Owner shall incur any liability, responsibility or obligation whatsoever in regards to exercising its rights herein either to Subcontractor or any other person.
- E-8 Subcontractor shall be responsible for periodic removal of all rubbish and waste from the building and site caused by his work. Subcontractor's rubbish and waste not removed after notice is given by Contractor shall be removed by others and all costs of removal shall be charged to Subcontractor's account.

#### F - CONTRACTUAL REQUIREMENTS

- F-1 Should any provision of the Conditions be inconsistent with this Subcontract, this Subcontract shall govern.
- F-2 No provision of this Subcontract may be changed, waived, modified, amended, discharged or terminated except in writing executed by authorized representatives of both parties. Subcontractor acknowledges that Contractor's Job Superintendent is not authorized to amend or modify the Subcontract. In the event the Contractor's Job Superintendent directs the Subcontractor to perform work which the Subcontractor believes to be beyond the requirements of the Subcontract, said work shall be performed but Subcontractor shall obtain the Contractor's Job Superintendent's signature verifying the time and material used. If the duly authorized representatives of the Contractor and Subcontractor agree that the subject work is beyond the requirements of the Subcontract, the Subcontract will be amended by written change order and Subcontractor will be paid for this work. This provision cannot be amended or modified by Contractor's Job Superintendent.
- F-3 This written Subcontract is the entire Agreement between Contractor and Subcontractor. Any other writings or understandings prior to the date hereof are hereby superseded in their entirety by this Subcontract and all such prior writings and understandings are of no further force and effect.
- F-4 Bold-face titles are for convenience only and shall not be considered part of the conditions of Subcontract for any purpose whatsoever.
- F-5 If Contractor shall be a party to any arbitration proceeding with respect to the project and if Contractor asks that Subcontractor be joined as a party in such arbitration, whether directly, as a third party or in some other capacity, Subcontractor agrees to join in and be bound by the results of such arbitration proceeding irrespective of whether Subcontractor or Contractor, apart from this provision, shall have any right or obligation to arbitrate with each other under this Subcontract.
- F-6 All provisions of this Subcontract to the contrary notwithstanding, all labor and material furnished by Subcontractor shall comply in all respects to the current Contract Documents and there shall be no modifications, deletion or deviation therefrom without the prior written authorization of the Architect of Record or his designated representative, which can only be given by Subcontract Change Order, Architectural Field Order or other written instruction.
- F-7 In the event that all or any part of the Contract with Owner is declared void, invalid, unenforceable or is terminated for any reason, then this Subcontract shall also terminate on the same date and Subcontractor shall only be entitled to reasonable compensation for that portion of this Subcontract that has been performed to that date, but shall not be entitled to any lost profit on the Subcontract as a whole.
- F-8 Contractor may at any time, without notice to the surety or sureties, terminate the Subcontract for the convenience of Contractor for any reason and without any default under the Subcontract. In the event of such a termination for convenience and notwithstanding any other provision of the Subcontract to the contrary, provided the Subcontractor is not in default, the Subcontractor shall receive, as its entire and sole compensation, its actual, necessary and reasonable costs of performing the Work to date of termination, as determined by Contractor through audit of the Subcontractor's records, plus a reasonable markup for overhead and profit, but in no event shall such amounts paid and payable hereunder exceed the total Subcontract Sum less the cost of completing the work. The Subcontractor shall make its records available at reasonable times and places for Contractor's audit.
- F-9 In the event any termination of the Subcontract pursuant to A-3, A-5 or A-9 of this Subcontract is later adjudicated to have been improper for any reason, the termination shall be considered a termination for convenience, and the Subcontractor shall be limited in its recovery strictly to the compensation provided for in paragraph F-8 of this Subcontract.

## **G - SUBCONTRACTOR'S INDEMNIFICATION**

- G-1** To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Owner, Contractor, Architect, Architect's consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Subcontractor's Work under this Subcontract, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, but only if caused in whole or in part by negligent or intentional acts or omissions of the subcontractor, the Subcontractor's Sub-subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused by the active or passive negligence of a party indemnified hereunder, unless caused by the sole negligence of a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a part or person described in this Paragraph.
- G-2** In claims against any person or entity indemnified under this Paragraph by an employee of the subcontractor, the subcontractor's Sub-subcontractors, anyone directly or indirectly employed by them or any one for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the subcontractor or the Sub-subcontractors under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.
- G-3** The obligations of the subcontractor under this Paragraph shall not extend to the liability of the Architect, the Architect's consultants, and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Architect, the Architect's consultants, and agents and employees of any of them, provided such giving or failure to give is the primary cause of the injury or damage.

## **H - HAZARD COMMUNICATION STANDARD**

- H-1** Subcontractor shall comply with all requirements of the Federal Hazard Communication Standard and any related State laws. Subcontractor shall provide Contractor with three (3) copies of each Material Safety Data Sheet, (MSDS), and updated information, for all substances used by Subcontractor and its Sub-subcontractors on the site.
- H-2** Subcontractor shall train its employees, and shall require its Sub-subcontractors to train its employees, regarding hazardous chemicals in the work place as required by the Federal Hazard Communication Standard. Subcontractor shall, prior to an employee commencing work at the job site, provide contractor with Certificates of Hazard Communication Training (in the form provided with this Subcontract) for all employees of Subcontractor and all employees of its Sub-subcontractors, certifying that the employees have been trained within the past twelve months regarding any and all hazardous substances that may be present on the job site. Subcontractor shall indemnify and save Contractor harmless from any and all claims, citations, or causes of action arising out of or attributed to the failure by Subcontractor, or its Sub-subcontractors, to comply with the requirements of this provision.